



# GENERAL TERMS AND CONDITIONS OF PURCHASE

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## 1. PURPOSE

The purpose of this document is to define the general supply conditions of TE.M.A. S.p.A. for products and services. Individual orders may, in some cases, include specific conditions supplementing these General Terms and Conditions of Purchase (GTP): in the event of any conflict between the general conditions and the specific conditions stated in individual orders and/or specific contracts, the latter shall prevail. The application of these GTP to Service Suppliers is limited to the applicable sections.

## 2. PRICES

The applicable prices are those stated in the order and are fixed and not subject to change.

## 3. PACKAGING

Packaging must be appropriate for the supplied material and for the intended means of transport. Consequently, any damage due to packaging defects (breakage, deterioration, shortages) shall be borne by the Supplier, regardless of the delivery terms. Where required, packaging must comply with the supply specifications provided to the Supplier.

Each packaging unit (package) must display externally and in a legible manner the indications relating to special storage conditions, Order number, description of contents, gross/net weight in kg, shipping date, name and address of sender and consignee.

Delivery must be accompanied by a transport document compliant with current regulations, allowing identification of the order number concerned and of the product codes in accordance with applicable mandatory requirements. Specific packaging methods may be required within individual orders.

## 4. DELIVERY

The delivery terms indicated in the order are binding. TE.M.A. S.p.A. reserves the right to refuse deliveries in the event of non-compliance with these GTP and/or the specific conditions of the order.

The Supplier is obliged to deliver the requested goods within the agreed timeframes; should exceptional delays occur, they must be communicated no later than half of the scheduled delivery time.

## 5. SELF-CONTROLLED PRODUCTION

In order to best manage each phase of the production process, the Supplier undertakes to operate under a self-control regime. All performed processes must be verified; delivered material shall be deemed tacitly validated and certified by the Supplier for all performed operations.

Should the Supplier be unable to perform certain checks, they must inform TE.M.A. in writing prior to carrying out the processes. TE.M.A. will therefore be able to decide accordingly before any potential non-conformities are generated. The quality level expected by TE.M.A. is zero defects.

## 6. MATERIAL INSPECTIONS

TE.M.A. reserves the right to apply the "free pass" regime to supplies at any time. Delivered materials may therefore be sent to subsequent process stages without incoming inspection.

Non-conformities may be detected at any downstream stage of the process. Responsibility for any non-conformities remains with the process owner who generated them, and the related costs—including those of subsequent processing and materials—shall be borne by the same party.

## 7. ACCEPTANCE

The mere delivery or payment of supplied goods shall in no way be considered as acceptance of the goods.

The Supplier guarantees the quantitative conformity of the ordered goods, both with what has been agreed and with what is declared in the delivery notes. Should a quantitative non-conformity arise, TE.M.A., upon written claim to be sent to the Supplier within 30 days from delivery, may exercise, at its discretion, one of the following rights:

- a) accept the detected quantitative differences, with the right to correspondingly modify the quantities of any subsequent supplies;
- b) reject the excess part of the supply, with the right—should the Supplier fail to promptly collect it—to return the excess at the Supplier's expense and risk;
- c) obtain that the Supplier promptly sends the missing part, with all costs borne exclusively by the Supplier.

Claims for the exercise of the above rights must be communicated in writing to the Supplier within 30 working days from the delivery date of the relevant batch.

## 8. WARRANTY AND LIABILITY

The Supplier warrants, for a period of 18 months from the date of installation or commissioning up to a maximum of 24 months from the delivery date, that each supplied good is:

- a) free from defects in design, construction, workmanship, assembly, or materials used;
- b) compliant with the technical specifications and/or drawings referenced in the Order and/or with prototypes approved by TE.M.A.;
- c) new, manufactured in a workmanlike manner, fully functional, and suitable for the specific intended purpose;
- d) manufactured in compliance with the applicable regulatory requirements for the specific type of supplied good and accompanied by the necessary certifications.

In the event of defects and/or non-conformities arising during the warranty period, TE.M.A. shall have the right—according to its production needs—to obtain replacement or repair of the good.

For the exercise of the above rights, TE.M.A.'s claims must be submitted to the Supplier within 30 working days from the date the defect is detected. The Supplier undertakes to carry out the requested interventions based on the aforementioned claims, without prejudice to its right to verify, at its own expense, their validity at the Italian or foreign detection sites indicated by TE.M.A.



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All expenses and costs, including transport charges, required for the execution of the activities covered by this warranty, as listed above, shall be borne exclusively by the Supplier.

The Supplier shall fulfil the obligations set forth in this warranty within the shortest reasonably possible time, with particular regard to minimising any negative impact on TE.M.A.'s production requirements.

It is understood that, should the Supplier's execution timeframes negatively affect production needs, TE.M.A. shall have the right to proceed independently or through third parties to remedy the defect and/or non-conformity, or to purchase substitute goods, with the related costs and expenses charged back to the Supplier, including any additional charges arising from fault detection, dismantling and reassembly operations of the defective component where installed within a complex system.

Repaired or replaced goods or components shall be subject to a new warranty period, effective from the date they are returned to service.

## 10. SUBCONTRACTING AND CONFIDENTIALITY

The order may not be subcontracted to third parties by the Supplier without the prior express written agreement of TE.M.A. Should the Supplier be authorised to subcontract the order to one or more subcontractors, the Supplier shall remain solely responsible towards TE.M.A. for the execution of the order and compliance with the GTP.

The Supplier acknowledges that the intellectual property of all documentation coming into its possession belongs to TE.M.A. and that such documents, or the solutions contained therein, may not be used or reapplied without TE.M.A.'s explicit written consent. The Supplier shall adopt all appropriate precautions to ensure the above in its relations with its own Suppliers, Clients, and any third parties.

Furthermore, the Supplier is not authorised to take photographs of products processed and/or supplied to TE.M.A., nor to publish any photos and/or drawings on its website, catalogues, or brochures. The Supplier is also not authorised to carry out reverse engineering (copying) activities on products processed and/or supplied to TE.M.A.

## 15. MOULDS, TOOLING AND OTHER EQUIPMENT

All tooling and any other items supplied by TE.M.A. for the Supplier's needs remain the exclusive property of TE.M.A.; they are deposited at the Supplier's premises on a loan-for-use basis ancillary to the order.

They may be used solely for order-related purposes and may not be loaned, made available to third parties, reproduced, or copied without prior authorisation from TE.M.A.

The Supplier guarantees proper maintenance, preservation, control, and care of the tooling, in particular to avoid any process deviation or interruption in supply, and shall provide, upon simple request by TE.M.A. and whenever necessary, a precise and detailed inventory. The Supplier likewise guarantees their replacement in the event of loss, theft, destruction, or premature wear.

All tooling must bear an indelible marking indicating TE.M.A.'s ownership. Upon completion of the order, regardless of the reason, the tooling shall be returned to TE.M.A. upon simple request, within the timeframes and according to the methods indicated by TE.M.A.

## 16. COMPLIANCE WITH ROHS AND REACH REGULATIONS

The Supplier undertakes to supply compounds, materials, and components compliant with the above regulations.

With regard to REACH regulation, the Supplier must fulfil all legal obligations, including registration of hazardous materials listed in the published candidate lists. TE.M.A. shall consider all legal obligations fulfilled by the Supplier—even in the absence of written declarations—pursuant to Article 36 of the regulation.

## 17. DOCUMENTATION CONTROL

The Supplier undertakes to keep under control all documentation received from TE.M.A. and to retain all documentation/records produced on behalf of TE.M.A., particularly those demonstrating evidence of performed inspections.

All records relating to TE.M.A. (in particular those concerning inspections) must be retained for at least 7 (seven) years. Should archiving be impossible, the Supplier undertakes to deliver the relevant documentation to TE.M.A.

Records stored in paper format must be preserved in a manner that ensures their conservation and legibility over time.

## 18. CONFIDENTIALITY

For the purposes of this document, "Confidential Information" shall mean all information, in any form (paper or electronic), relating to past, present, or future activities concerning TE.M.A.'s research, development, business activities, products, services, and technical know-how.

This includes, by way of example only, information relating to products and services not yet on the market, information concerning customers, projects, plans, their organisation, commercial projects, information identified in writing as confidential, or as proprietary and/or protected by copyright and/or partly subject to trade secrets.

With regard to Confidential Information, it is hereby understood that the Supplier undertakes to protect its confidentiality and to use it exclusively within the scope of the Contract awarded, to the exclusion of any other purpose.

The Supplier undertakes not to disclose or communicate Confidential Information to third parties in any manner whatsoever without TE.M.A.'s prior written authorisation. The Supplier shall adopt all security measures necessary to prevent or minimise the risks of unauthorised access, improper use, or misappropriation of Confidential Information.

The Supplier shall promptly inform TE.M.A., in writing, of any unauthorised use or disclosure of Confidential Information of which it becomes aware and shall provide all reasonable assistance to TE.M.A. to stop such unauthorised use/disclosure.

Nothing in this agreement shall prohibit or limit the use of TE.M.A.'s Confidential Information if it can be demonstrated that such information has entered the public domain.

All Confidential Information, in whatever form, is and shall remain the exclusive property of TE.M.A., and the Supplier shall not copy it for any reason without prior written consent. Where such consent is granted, any copies must bear the same confidentiality and ownership notices appearing on the originals.

Any copy of Confidential Information that TE.M.A. has authorised the Supplier to make, or any other written document containing Confidential Information, shall be returned or destroyed upon the occurrence of the first of the following events:



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- (a) completion of the authorised use for the purposes described above; or
- (b) upon simple written request.

Nothing in this document shall be construed as granting the Supplier any licence to exploit intellectual property rights, trade secrets, or any other rights belonging to TE.M.A.

The Supplier undertakes not to use TE.M.A.'s name in press releases, statements, promotional material, or for marketing purposes without TE.M.A.'s prior written consent.

## 19. COMPLIANCE WITH OUR CODE OF ETHICS AND ANTI-CORRUPTION POLICY

The Supplier declares that it has read TE.M.A. S.p.A.'s Code of Ethics and Anti-Corruption Policy, both published on the website [www.temaitaly.it](http://www.temaitaly.it).

By executing the Supply Contract, the Supplier undertakes to comply with the principles set out in the aforementioned documentation and not to engage in conduct and/or activities constituting criminal offences, it being understood that, failing this, TE.M.A. S.p.A. may immediately terminate the Contract and any other contracts in force with the same Supplier pursuant to and for the purposes of Article 1456 of the Italian Civil Code.

## 20. VALIDITY

This document, which cancels and replaces any previous agreement between the Parties on the same subject, constitutes the entire expression of the agreements reached and may be amended only in writing.

Should one or more clauses be deemed null, voidable, or invalid by a Judicial Authority, such nullity, voidability, or invalidity shall in no way affect the remaining clauses, and the affected clauses shall be deemed amended to the extent and in the manner necessary for the Judicial Authority to consider them fully valid and effective.

Pursuant to Regulation (EU) 2016/679, TE.M.A. may collect data relating to the Supplier either directly or indirectly. By signing this document, the Supplier consents to the processing and communication of its data exclusively for purposes related to the establishment and management of the commercial relationship between the two companies.

## 21. APPLICABLE LAW AND JURISDICTION

For all matters not expressly provided for in these General Conditions and in individual Supply Contracts, reference shall be made to the Italian Civil Code.

Any dispute relating to the interpretation, execution, validity, or termination of any Contract and of these General Conditions, which cannot be settled amicably between the Parties, shall fall under the exclusive jurisdiction of the competent Court of Bergamo.